

1977-78

(2)

INTRODUCTION

This Agreement entered into this 27th
day of April, 1977, by and between the Board of Education
of Hamburg, New Jersey, hereinafter called the 'Board', and the Hamburg
Education Association, hereinafter called the 'Association'.

RESOLVED, in consideration to the following mutual covenants, it is
hereby agreed as follows:

Article I
Recognition

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all teaching staff members except:

1. Substitute Personnel
2. Per Diem Personnel
3. Teacher Aides
4. Custodial Personnel
5. Cafeteria Personnel
6. Child Study Team
7. Associate Members of the Association
8. Any and all non-certificated personnel

ARTICLE II

GRIEVANCE PROCEDUREA. DEFINITIONS1. Grievance

A grievance is a claim by a teacher or the Association based upon an alleged violation, misinterpretation or misapplication of any of the provisions of this Agreement.

2. Aggrieved Person

An "aggrieved person" is the teacher or teachers or the Association making the claim.

B. PROCEDURE

1. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure as hereinafter described.

2. Time Limits

a. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

b. Grievances must be filed within thirty calendar days after its occurrence.

3. If aggrieved fails to follow the prescribed procedure within the time limitations set forth, the grievance becomes void.

4. Year-end Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure, the time limits set forth herein shall be reduced by mutual agreement so that the

grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

5. Level one - principal or immediate superior

A teacher with a grievance shall first discuss it with the administrative principal or his designee, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

6. Level two - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at level one, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at level one or ten (10) school days after the grievance was presented, whichever is sooner.

Within five (5) school days after receiving the written grievance, the Association shall refer it to the Board of Education for a hearing. A Board hearing shall be granted within fifteen (15) school days after the grievant's filing for appeal. The Board shall render its decision within ten (10) days after the completion of the hearing.

If after a cooling-off period of ten (10) days the grievance remains unresolved, either party may proceed to arbitration.

7. Arbitration

a. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may be made to the American Arbitration Association in the selection of an arbitrator.

b. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearing promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory.

c. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

C. RIGHTS OF TEACHER TO REPRESENTATION

1. Teacher and Association

Any aggrieved teacher after level one may be represented at all other stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association at no cost to the Board of Education.

2. Meeting and Hearings

All meeting and hearings under this procedure, shall not be conducted in public but shall include only such parties concerned and their designated or selected representatives.

3. Any teacher involved in a grievance procedure is obliged to follow administrative directives and Board policies while the grievance procedures are being reviewed.

D. SEPARATE GRIEVANCE FILE

All documents, communications and records dealing with the processing of a grievance shall not be kept in the personal file of any of the participants.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGESA. INFORMATION

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the educational program.

B. RELEASE TIME FOR MEETINGS OUTSIDE OF DISTRICT

With the approval of the Administrator any representative of the Association or any Teacher may participate during working hours, in negotiations, grievance proceedings, conferences, or meetings, and shall suffer no loss in pay.

C. USE OF SCHOOL EQUIPMENT AND FACILITIES

The Association shall have the right to use school facilities and equipment with the approval of the Administrator. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

D. RELEASE TIME FOR MEETINGS INSIDE DISTRICT

Whenever any teacher is mutually scheduled by the parties (HEA/HBE and/or Administrative Principal) to participate during working hours in negotiations, grievance proceedings, conferences or meetings he shall suffer no loss in pay.

ARTICLE IV

TEACHER RIGHTSA. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict, to any teacher, such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers thereunder shall be deemed to be in addition to those provided in this Agreement.

B. REQUIRED MEETINGS OR HEARINGS

Whenever any teacher is required to appear before any administrator or supervisor, Board, or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of the teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay. If and when a teacher is found guilty, or resigns as a result of such charges, all pay received during the suspension shall be returned to the Board.

C. EVALUATION OF STUDENTS

The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Hamburg School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without justification to the teacher.

D. CRITICISM OF TEACHERS

Any question or criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

ARTICLE V

TEACHING HOURS AND TEACHING LOADA. TEACHER DAY

The workday for classroom instruction shall consist of not more than six (6) hours and thirty (30) minutes which shall include instructional, perparational, and a duty-free lunch period. In addition to the workday for classroom instruction, teachers shall arrive ten (10) minutes before and remain fifteen (15) minutes after the close of the pupil's day. On Fridays or on days preceding holidays or vacation, the teachers' day shall end at the close of the pupil's day unless otherwise announced.

B. LUNCH PERIODS

1. All teachers shall have a daily duty-free lunch period of at least thirty (30) minutes.

2. Leaving the Building

Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods but must inform the office upon leaving and returning.

C. MEETINGS1. Prior to Holidays and Weekends

Whenever possible, meetings which take place after the regular workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.

2. Faculty

Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty meetings. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time.

3. Association Right to Speak

An Association representative may speak to the teachers during any meeting referred to in Article V, section C, Par. 2, for a reasonable period of time on the request of the representative.

D. INCLEMENT WEATHER

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

E. DEFINITION OF IN-SCHOOL WORK YEAR

The work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

F. MONITORING DUTIES

The regularly employed teaching staff shall be expected to perform bus, cafeteria, sports activities, dances, playground and concert monitoring duties and these duties will be of equal scheduling as determined by the Administrative Principal. Whenever possible, the scheduling shall be made up at least one month in advance of any duties performed.

G. PREPARATION TIME

Teachers shall have five (5) preparational periods per week, of at least a 30 minute duration, when they shall not be assigned any other duties.

H. TUTORING DUTY

A teacher shall be available when requested by the Administrative Principal to conduct a thirty (30) minute tutoring session, a maximum of one day a week.

ARTICLE VI

TEACHER EMPLOYMENTA. NOTIFICATION

Upon employment the Administrator shall report to the Association in writing the certificates and degrees held, major and minor fields of study, and prior experience of each new teacher.

B. NOTIFICATION OF CONTRACT

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30. Teachers shall, in turn, notify the Board of their intentions for the ensuing year no later than May 15.

C. PLACEMENT ON SALARY SCHEDULE

1. Upon initial appointment, a teacher's salary or placement on the guide shall be negotiated between the Board and the candidate.

2. Adjustment to Salary Schedule

Each returning teacher shall be placed on his proper step of the salary schedule at the beginning of each academic year. Any teacher employed prior to February 1 of any academic year shall be given full credit for one (1) year of service toward the next increment step for the following year.

ARTICLE VII

SUBSTITUTESA. LIST

During the academic year the Board agrees to maintain, to the best of their ability, a list of substitute teachers.

B. COVERAGE

The Board shall make every reasonable effort to provide substitutes for all personnel in all departments, including special teachers and nurses.

ARTICLE VIII

TEACHER FACILITIESA. LISTING OF FACILITIES

During the academic year, the Board shall provide, whenever economically possible, the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies.
2. A serviceable desk, chair and filing cabinet for exclusive use of each teacher.
3. Copies, exclusively for each teacher's use, of all texts used in the subject taught by the teacher.
4. Needed books, paper, pencils, pens, chalk, chalkboard space and other such materials required in daily teaching responsibility.
5. A communication system so that teachers can communicate with main office from their classrooms.
6. Lighted and clean teacher's restroom, separate from the student's restroom.
7. Closet space for each teacher to store coat, overshoes and personal articles.
8. Maintained off-street parking facilities.

ARTICLE IX
TEACHER ASSIGNMENT

A. NOTIFICATION DATE FOR PRESENTLY EMPLOYED TEACHERS

All teachers shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than July 15, except in cases of emergency.

B. REVISIONS

In the event that changes in such schedules, class and/or subject assignments, building assignments or room assignments are proposed after July 15, the teacher affected shall be notified promptly in writine and upon the request of the teacher, the changes shall be reviewed between the administrator and the teacher affected.

C. ASSIGNMENT CRITERIA

In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall only be assigned to teach in areas for which they hold a standard teaching certificate issued by the New Jersey State Board of Examiners.

ARTICLE X
NON-TENURED TEACHER EVALUATION

A. FREQUENCY

All non-tenured teachers shall be evaluated by the Administrative Principal or his designee at least four (4) times in each academic year. Each evaluation to be followed by a written evaluation and conference between the teacher and the Administrative Principal or his designee for the purpose of identifying any deficiencies extending assistance for their correction and improving instruction.

B. GENERAL CRITERIA

1. Open Evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly.

2. Evaluation by Certificated Supervisors

Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

3. Copies of Evaluation

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

4. Standardized Tests

Results of standardized tests used for evaluating students shall not be used to evaluate teacher performance.

C. EVALUATION PROCEDURE

1. Communication

Prior to any evaluation report the Administrative Principal of of teacher shall have had appropriate communication with the teacher which shall include all steps in Par. 2, Article X, Section C of this Agreement.

2. Reports

Evaluation reports shall be presented to each teacher by the Administrative Principal in accordance with the following procedures:

a. Such reports shall be issued in the name of the Administrative Principal based on a compilation of reports and observations by any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.

b. Such reports shall be addressed to the teacher.

c. Such reports shall be written and shall include, when pertinent:

- (1) Strengths of the teacher evidenced during the period since the previous report.
- (2) Weaknesses of the teacher as evidenced during the period since the previous report.
- (3) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

D. PERSONNEL RECORDS

1. File

A teacher shall have the right, upon request, to review the contents of his personnel file and to make copies with Board equipment of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate. Said documents shall be reviewed by the Administrator or his designee, and if he desires, amendable notes may be added to show changes in the situation.

2. Derogatory Material

a. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the administrator or his designee and attached to the file copy.

b. If a teacher refuses to sign derogatory material, the Administrative Principal shall request that the Association representative and Board representative sign the said material, and said material shall be placed in the file.

3. No Separate File

Although the Board agrees to protect the confidentiality of personnel references, academic credentials and other similar documents, the Board shall not establish any separate personnel file which is not available for the teacher's inspection.

E. TERMINATION OF EMPLOYMENT

Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

ARTICLE XI
NOTIFICATION OF STATUS

A. DATE

On or before April 30, the Board shall give to each nontenure teacher continuously employed since the preceding September 30 either:

1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
2. A written notice that such employment shall not be offered.

B. REASONS

Any nontenure teacher who receives a notice of non-employment may within five (5) days thereafter, in writing, request a statement of reasons for such nonemployment from the administrator, which statement shall be given to the teacher in writing within five (5) days after receipt of such request.

C. NOTIFICATION OF INTENTION TO RETURN

If the teacher desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before May 15, in which event such employment shall continue as provided for herein. In default of such notice the Board shall not be required to continue the employment of the teacher.

D. TERMINATION OF EMPLOYMENT

Any nontenure teacher who receives a notice that his employment shall be terminated shall be entitled to a statement of reasons.

ARTICLE XII

EXTENDED LEAVES OF ABSENCEA. MILITARY

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at the time of discharge.

B. MATERNITY1. Natural Birth

The Board shall grant maternity leave without pay to any tenure teacher upon request subject to the following stipulations and limitations:

- a. Maternity leave shall commence and end on the dates requested in writing by the teacher, subject to approval by the Board.
- b. Any tenure teacher granted maternity leave shall be restored to a teaching position upon written request and approval of the Board.
- c. No teacher shall be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse between childbirth and the desired date of return; when medical documentation of fitness is provided to the Board.
- d. The Board shall remove any teacher from her duties during pregnancy unless the teacher can produce a certificate from her physician that she is medically able to continue teaching.
- e. If leave commences prior to May 15th of a given year and the teacher wishes to return to the staff for the forthcoming academic year (same calendar year as when the leave commenced) she must file a written

notice of her intention to return no later than April 15th to the Board.

If this notice is not received by April 15th leave is automatically extended until the beginning of the following academic year. In order to return to the staff for this school year a written notice must be submitted to the Board by April 15th of that same calendar year.

f. If leave commences after May 15th of a given year, termination of this leave will be at the beginning of the following calendar year's academic year. If a teacher wishes to return to the staff for this academic year she must file a written notice of her intention to return no later than April 15th of that same year to the Board.

g. If a teacher does not wish to return to the staff as described in Article XII, Section B, Paragraph 1, Subsections e and f, the Board shall require a written notice of termination.

C. BENEFITS

All benefits to which a teacher is entitled at the time his leave of absence commences shall be suspended during such leave and shall be restored upon return.

D. EXTENSIONS AND RENEWALS

All extensions and/or renewals of leaves shall be applied for and acknowledged in writing with the approval of the Board.